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AUG 18 1995

Re: Buckingham De Minimis CD

Dear Tom:

I have enclosed a what I again hope is the final version of the de minimis Consent Decree for Buckingham. The enclosed decree includes revisions suggested by one of my supervisors as well as by the de minimis parties as per your August 8, 1995 letter. I have enclosed both a red-line version of the Decree as well as a "clean" version of the Decree.

Please note that the dollar amounts in Appendix B have been slightly modified to account for a mathematical error I made in doing the previous computation. I have broken down the premium in Appendix B to separate columns for the Past Cost element and the premium for implementing the ROD remedy. If you add these two numbers together, you will get the "Premium" set forth in the prior draft I sent you (see "strike-out" Appendix B on enclosed redline Decree).

In comparing the previous premium to the current premium, you can see that the current Westinghouse premium is approximately \$2500 less than the prior submission while Champion and Buffalo's current premiums are approximately \$1600 and \$2100 more than the previous premiums. While I am not clear on how I made this mathematical error, I did go back and doublecheck our earlier premium calculations. The current premiums are consistent with those earlier premiums (compare with the premiums attached to the enclosed May 31 letter), except that Westinghouse's premium has had a net increase since May 31 to account for the extra drum you advised me should be allocated to Westinghouse. Nonetheless, I encourage everyone to independently do their own settlement calculations to verify whether I have accurately calculated their settlement amount.

There are also a limited number of other changes in the new Consent Decree. I have deleted the itemized remedial costs for Future Work from the text of the Decree (pages 5-6) and put them in a new Appendix C.

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I have included your request to refer to the United States in the Covered Matter definition (page 9) subject to the Reservation in Section XI of the Decree.

I have deleted the reference to "related actions" in the definition of Private Response Costs (page 11) as being overbroad and vague.

I have modified the definition of RI/FS Investigation Derived Waste (page 12) to substantially conform to your suggestion.

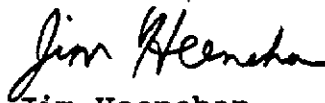
I have attempted to tighten up the Payment language in Section VI (pages 15-16).

The word "intentionally" has been deleted from paragraph 2 in Section VIII (Certification). This deletion was also suggested by the Department of Justice. I explained the concern of the de minimis parties that without the word "intentional", the parties would be at risk over minor alterations, etc. that might have occurred at some point in time. However, people feel that the qualifying phrase leading off the certification "to the best of its knowledge" adequately protects the Settling Defendants.

Finally, the reference to the consequences of a Settling Defendant's certification being "intentionally false" has been changed to "knowingly false" (page 22).

If the enclosed Consent Decree is satisfactory to your client, please sign the signature page of the clean copy and return it to me. I would also be happy to discuss the enclosed changes with you should you have any questions or comments on the enclosed.

Sincerely,



Jim Heenehan
Sr. Asst. Reg. Counsel

cc: M. Gutman
G. Healy
A. Palestini (3HW41)
M. Whittington (3HW41)

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